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IN THE

Supreme Court of the United States

OCTOBER TERM, 1991

TRANSPORTES AEREOS MERCANTILES PAN AMERICANOS, S.A., a/k/a TAMPA AIRLINES,

Petitioner,

v.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS; DISTRICT 100, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,

Respondents,

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

Joint Brief *Amicus Curiae* Of The Association Of American Railroads, The American Short Line Railroad Association, And The Airline Industrial Relations Conference In Support Of Petition For Writ Of Certiorari

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QUESTION PRESENTED

Whether a railroad or airline may change its employees' pay, rules, or working conditions pending the completion of negotiations of an initial collective bargaining agreement with a newly certified union, without it being deemed a *per se*, enjoinable violation of Section 2, First of the Railway Labor Act?

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The Association of American Railroads ("AAR"), the American Short Line Railroad Association

("ASLRA"), and the Airline Industrial Relations Conference ("AIRCON") submit their brief *amicus curiae* in support of the Petition for Writ of Certiorari.[1]

INTEREST OF *AMICI*

Amici are the railroad industry's principal associations and the airline industry's principal labor relations association.

The AAR includes in its membership most of the nation's major railroads.[2] The member railroads operate approximately 85 percent of the line-haul mileage, produce approximately 93 percent of the freight revenues and employ approximately 90 percent of the railroad work force in the United States, numbering nearly 250,000 employees.

The ASLRA represents some 375 short line railroads.[3] Although its member railroads are among the smallest, accounting for only about ten percent of the line-haul mileage and about six percent of the industry's total employees, the railroads are by far the most numerous, comprising well over 80 percent of the total industry population.

AIRCON is the airline industry's labor relations association. AIRCON's members include all of this na-

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[1] The petitioner and the respondents have consented to the filing of this brief. Letters indicating such consent are being filed contemporaneously with this brief.

[2] A list of the AAR's members is attached at pages 1a to 8a of the Appendix ("App.").

[3] A list of the ASLRA's railroad members is attached at App. 9a to 19a.

tion's major airlines, as well as several smaller airlines and cargo air carriers.[4]

The associations have joined as *amici* in this action because of their shared concern over the potentially debilitating effect upon rail and air carriers of the decision below. In holding that a carrier subject to the Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et seq.*, is foreclosed from implementing changes in employee pay or work rules pending the completion of collective bargaining with a newly certified union, the decision below undermines the great gains that have been achieved since the railroad and airline industries were substantially deregulated.[5]

In the case of railroads, the decision chills the creation of short lines and threatens to leave total abandonment as the only alternative for marginal branch lines. With regard to airlines, the decision impairs their ability to respond to a market in constant flux while they engage in mandatory, lengthy bargaining with newly certified unions.

Far from facilitating entry into the businesses as Congress intended in enacting deregulation, the decision below restricts railroads and airlines dealing

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[4] A list of AIRCON's members is attached at App. 20a.

[5] The decision below is based on the commencement of bargaining between Tampa and a newly certified union. *See* Pet. App. 5a, 7a, 9a. The decision below does not depend in any sense upon the existence of the unratified, unexecuted so-called tentative agreement between Tampa and the IAM, and the decision is not limited to circumstances in which imposed terms happen to be contained in an unratified or unexecuted agreement. Thus, the decision covers situations that occur regularly in the airline and railroad industries.

with newly certified unions. The decision requires such railroads and airlines to adhere to existing pay, rules, and working conditions for the "virtually endless" time that negotiations take under the RLA,[6] even if the railroads and airlines need to make changes so that their operations may become economically viable.

A. Interest of the Railroad *Amici*

The interest of AAR and the ASLRA stems from the substantial deregulation of the railroad industry. The enactment of the Staggers Rail Act of 1980, Pub. L. No. 96-448, 94 Stat. 1895, marked a turning point in the regulation of the railroad industry. "Concluding that overregulation and bureaucratic inflexibility had stifled the growth of the railroads, . . . Congress loosened the vice grip of regulation through several important enactments, including the Staggers Act." *CMC Real Estate Corp. v. I.C.C.*, 807 F.2d 1025, 1031 (D.C. Cir. 1986). Among other things, the Staggers Act enabled the railroads to adjust their rates free of regulatory interference,[7] and forbade state regulation of railroad actions except as consistent with that of the ICC. *I.C.C. v. Texas*, 479 U.S. 450, 453-54 (1987); *Public Service Co. of Indiana, Inc. v. I.C.C.*, 749 F.2d 753, 756 (D.C. Cir. 1984), *cert. denied*, 474 U.S. 909 (1985). It encouraged the I.C.C. to approve

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[6] *See Burlington N. R.R. v. Bhd. of Maintenance of Way Employees*, 481 U.S. 429, 444 (1987) ("*Burlington Northern*").

[7] *CSX Transp. v. United States*, 867 F.2d 1439, 1440 (D.C. Cir. 1989); *Consolidated Rail Corp. v. United States*, 855 F.2d 78,80 (3d Cir. 1988); *Alabama Power Co. v. I.C.C.*, 852 F.2d 1361, 1363 (D.C. Cir. 1988).

railroad mergers[8] and empowered the agency to exempt altogether transactions for which it found regulation redundant. *Illinois Commerce Comm'n v. I.C.C.*, 817 F.2d 145 (D.C. Cir. 1987) (list); *Illinois Commerce Comm'n v. I.C.C.*, 787 F.2d 616, 622 (D.C. Cir. 1986); *Brae Corp. v. United States*, 740 F.2d 1023 (D.C. Cir. 1984), *cert. denied*, 471 U.S. 1069 (1985).

As is relevant to this action, the Staggers Act accelerated "the process by which rail carriers may abandon unprofitable lines." *Hayfield N. R.R. v. Chicago and N. W. Transp.*, 467 U.S. 622, 625 (1984). *See also Vieux v. East Bay Regional Park Dist.*, 906 F.2d 1330, 1337 (9th Cir. 1990); *Simmons v. I.C.C.*, 697 F.2d 326, 329 (D.C. Cir. 1982). Thus, within the past ten years, the ICC has approved the abandonment of about 26,000 miles of railroad line. *See* 94th–103rd Annual Reports of the Interstate Commerce Commission 1980-1989.

As an alternative to such abandonments, rail carriers may sell unprofitable or only marginally profitable lines to newly organized short line railroads. *Railway Labor Exec. Ass'n v. I.C.C.*, 914 F.2d 276 (D.C. Cir. 1990), *cert. denied*, 111 S. Ct. 1581 (1991); *Brotherhood of Locomotive Engineers v. I.C.C.*, 909 F.2d 909 (6th Cir. 1990); *Railway Labor Exec. Ass'n v. U.S.*, 811 F.2d 1327 (9th Cir. 1987); *Black v. I.C.C.*, 762 F.2d 106 (D.C. Cir. 1985). These sales serve the

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[8] *Kansas City S. Industries, Inc. v I.C.C.*, 902 F.2d 423, 431 (5th Cir. 1990); *Southern Pacific Transp. Co. v. I.C.C.*, 736 F.2d 708, 712 (D.C. Cir. 1984), *cert. denied*, 469 U.S. 1208 (1985); *Lamoille Valley R.R. Co. v. I.C.C.*, 711 F.2d 295, 302 (D.C. Cir. 1983).

public interest; the new short line railroads continue rail service that is vital for shippers and communities. Since 1980, approximately 200 short line railroads have come into existence as the result of such sales. United States General Accounting Office, *Railroad Regulation—Economic and Financial Impacts of the Staggers Rail Act of 1980*, 225-26 (1990).

In approving the conveyance of trunk line property to a new short line railroad, the ICC has elected not to impose conditions affecting the seller's employees. *See Class Exemption for the Acquisition and Operation of Rail Lines Under 49 U.S.C. 10901*, 1 I.C.C.2d 810, 813-16 (1985) ("*Class Exemption*"), *rev. denied, sub nom., Illinois Commerce Comm'n v. I.C.C.*, 817 F.2d 145 (D.C. Cir. 1987) (list). While the purchaser frequently hires such employees, the new short line does so free of the restraints of the prior employer's collective bargaining agreements and upon the wages and work rules that the new short line decides to offer. *Railway Labor Exec. Ass'n v. Wheeling & Lake Erie Ry.*, 914 F.2d 53, 56 (4th Cir. 1990); *Railway Labor Exec. Ass'n v. Wheeling & Lake Erie Ry.*, 741 F. Supp. 595 (E.D. Va. 1990). Such flexibility has worked extremely well. Without the substantial overhead costs that characterize trunk line operations, short lines are able to reduce expenses, while at the same time preserving service to the shippers and saving jobs for employees that otherwise would be lost if the lines instead had been abandoned. As the I.C.C. has noted, "[s]hortlines frequently are able to reduce operating costs and thus keep rates competitive." *Class Exemption*, 1 I.C.C.2d at 813.

The decision below would change all of this for the worse, insofar as a newly organized short line rail-

road's employees elect to be represented by one or more unions. Under the decision below, once a union is certified and negotiations commence, the short line railroad's initial wages and work rules are frozen, until the "purposely long and drawn out" processes of the RLA are exhausted. *See Brotherhood of Ry. Clerks v. Florida East Coast Ry. Co.*, 384 U.S. 238, 246 (1966) (*"Florida East Coast"*).

An investor willing to assume the risks of trying to turn a losing enterprise into a profitable one will be reluctant to do so if he knows that he will be barred from effecting essential management changes, once a union is certified and negotiations with it have begun. Thus, the decision below will chill the creation of short line railroads and, in marginal cases, could leave total abandonment as the only choice.

B. Interest of the Airline *Amicus*

AIRCON's interest in this case stems from the onset of airline deregulation. In 1978, Congress enacted the Airline Deregulation Act ("ADA") Pub. L. No. 95-504, 92 Stat. 1705. The ADA's purpose was "to encourage, develop, and attain an air transportation system which relies on competitive market forces . . . ." 92 Stat. 1705. In the ten years following enactment of the ADA, 60 new airlines began scheduled interstate passenger service with jet aircraft. *See* Jordan, *U.S. Airline Deregulation From 1978 to 1988: The Bridge From Regulation To Deregulation*, XXXI Journal of the Transportation Research Forum 317 (1991). The ADA permitted "large numbers of new airlines" to begin service. *Id.* at 319.

The decision below hinders AIRCON's members, both newer and established airlines, contrary to the policy fostered by the ADA. The decision below requires air carriers to lock in existing pay, rules, and working conditions once negotiations with a newly certified union begin. Such negotiations can take many years to conclude. In fact, three air carriers have been negotiating with newly certified unions for the past four years or longer.[9]

AIRCON's members should not have to lock in their pay scales and work rules for such extended periods of time, as the decision below would require. The airline industry's performance over the last few years—both record losses and record profits—demonstrates that airlines must be able to adjust quickly to an ever-changing market.

SUMMARY OF ARGUMENT

The decision of the court below conflicts with a prior decision of this Court,[10] three prior decisions of other federal courts,[11] and the plain language of the relevant statutory provision, § 2, First of the RLA,

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[9] The carriers, the newly certified unions, and the length of the negotiations are: Horizon Air & Association of Flight Attendants—four years; TWA & IAM (agents)—five years; and Air Micronesia & Union of Flight Attendants—eight years.

[10] *Williams v. Jacksonville Terminal Co.*, 315 U.S. 386 (1942) ("*Williams*").

[11] *Regional Airline Pilots Ass'n v. Wings West Airlines, Inc.*, 915 F.2d 1399 (9th Cir. 1990), *cert. denied*, 111 S. Ct. 2891 (1991) ("*Wings West*"); *International Ass'n of Machinists & Aerospace Workers v. Trans World Airlines*, 839 F.2d 809 (D.C. Cir.), *amended on other grounds*, 848 F.2d 232 (D.C. Cir.), *cert. denied*, 488 U.S. 820 (1988) ("*TWA*"); *Union of Flight Attend-*

45 U.S.C. § 152, First. This Court should review the decision below for three reasons.

First, the decision below fails to follow *Williams*, in which this Court held that a carrier may make changes in employee pay, rules, and working conditions "where no collective bargaining agreements are or have been in effect . . . ." *Williams*, 315 U.S. at 402. The court below conceded that *no* collective bargaining agreement had been negotiated by Tampa and the IAM. Pet. App. 5a. The court, nevertheless, barred Tampa from making changes that would have been proper under *Williams*. The court below relied mistakenly on *Detroit & Toledo*,[12] in which the carrier sought to effect pay and work rule changes made while an agreement *was* in effect. *See* Pet. App. 7a-9a. In stretching *Detroit & Toledo* to cover a situation, as herein, in which no agreement was in effect, the court below ignored this Court's determination that *Detroit & Toledo* should not be expanded. *See Pittsburgh & Lake Erie R.R. Co. v. Railway Labor Exec. Ass'n*, 491 U.S. 490, 506 (1989) ("*Pittsburgh & Lake Erie*"). Thus, this Court should grant review to reaffirm the continuing validity of *Williams* following *Detroit & Toledo* and to assure that rail and air carriers may make needed pay and work rule changes pending negotiations with newly certified unions.

Second, the decision below conflicts with *TWA*, *Wings West*, and *Air Micronesia*. The nation's rail

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ants v. Air Micronesia, Inc., Civil No. 85-0125, unpublished slip op. (D. Hawaii, Aug. 30, 1988), *aff'd.*, unpublished slip op., Case No. 88-15754 (9th Cir., May 10, 1990) ("*Air Micronesia*").

[12] *Detroit & Toledo Shore Line R.R. Co. v. United Transp. Union*, 396 U.S. 142 (1969) ("*Detroit & Toledo*").

and air carriers, many of which operate in more than one judicial circuit, need a unified interpretation of the RLA. The D.C. Circuit held in *TWA* that an employer may make changes "in the absence of pre-existing, in place collective bargaining agreements," (839 F.2d at 814), and Judge Fong followed that holding in *Air Micronesia* (Pet. App. at 50a). By contrast, the decision below holds that a carrier may make changes pending negotiations with a newly certified union only in the absence of any bargaining *and* any prior agreement. Pet. App. at 8a, 23a. Similarly, *TWA* and *Wings West* held that a federal court cannot enjoin management changes under Section 2, First until all of the RLA's procedures have been exhausted. *See TWA*, 839 F.2d at 815; *Wings West*, 915 F.2d at 1403. Such was not the situation in the instant case when the District Court issued its preliminary injunction and is not the case even today. The court below explained that it "respectfully disagree[s]" with *TWA* and *Wings West*. Pet. App. at 11a. This Court should grant review to resolve the substantial conflicts created by the decisions below.

Third, the decision below purports to construe Section 2, First, but does not discuss or apply the language of that provision. Section 2, First does not cover or even mention changes made by a carrier pending negotiations with a newly certified union. The court below justified its construction of this RLA provision by following a case decided under the National Labor Relations Act ("NLRA"),[13] 29 U.S.C. § 151 *et seq.*, without taking into account the major differences in the collective bargaining processes under the RLA

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[13] *NLRB v. Katz*, 369 U.S. 736 (1962) ("*Katz*").

and the NLRA. This Court should grant review to reject such a sweeping and unfounded construction of Section 2, First.

ARGUMENT

A. The Decision Below Vitiates This Court's Holding in *Williams*

Tampa did not and does not have any collective bargaining agreement in effect; therefore, the plain language of *Williams* permits Tampa, or for that matter a similarly situated carrier, to change pay, rules, and working conditions until bound by a collective bargaining agreement.[14] *See Williams*, 315 U.S. at 402. The decision below denied Tampa such discretion by relying on a snippet in *Detroit & Toledo* in which this Court noted that, in *Williams*, there was neither a prior agreement nor any bargaining. Pet. App. 7a (quoting *Detroit & Toledo*, 396 U.S. at 158).[15]

The latitude allowed management in *Williams* rested on the absence of an agreement; that, additionally, bargaining had not begun was not crucial to this Court. The court below misread *Detroit & Toledo*

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[14] Even the court below acknowledged that *Williams* holds that "pending negotiations, where no collective bargaining agreements are or have been in effect, the carrier' is free to make unilateral changes." Pet. App. 5a (quoting *Williams*, 315 U.S. at 402). The court below also conceded, notwithstanding Tampa's tentative agreement with the IAM, that there was no prior collective bargaining agreement in effect when Tampa made its changes. Pet. App. 5a.

[15] The statement in *Detroit & Toledo* is an oversimplification. In *Williams*, one union had sought to meet with the carrier to begin bargaining before the carrier made changes. *See Williams*, 315 U.S. at 402.

in holding otherwise. *Detroit & Toledo* involved a written, effective agreement, the terms of which clearly could not be changed until the RLA's bargaining processes had been exhausted. *See* 45 U.S.C. §156. The question in *Detroit & Toledo* was whether practices over and above those embodied in the existing agreement could not be changed pending negotiations.[16] *See Pittsburgh & Lake Erie*, 491 U.S. at 506. That question is inapposite to the issues in the instant case, as well as *Williams*, in which no changes were made while any agreement was in effect.

The court below improperly expanded *Detroit & Toledo*, which simply did not involve the issue of whether the RLA bars a carrier from making changes in the absence of a prior agreement. This Court stated in *Pittsburgh & Lake Erie* that *Detroit & Toledo* itself extended the RLA's status quo "to its outer limits . . . ." 491 U.S. at 506. The Eleventh Circuit went beyond the RLA's outer limits in its expansion of *Detroit & Toledo*.

In sum, *Williams* held that a carrier could make changes pending negotiations in the absence of a prior agreement. This is just what Tampa did. *Detroit & Toledo* did not overrule that important holding, a holding relied upon by many of *amici*'s members. Consequently, this Court should grant review because the

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[16] Accordingly, in *Detroit & Toledo*, the parties conceded that the status quo, whatever it consisted of, had to be maintained. 396 U.S. at 158. The question in *Detroit & Toledo* concerned only the scope of the status quo that the carrier had to maintain. *Id.* By contrast, the entirely different question in *Williams* and the instant case concerned whether the carrier had to maintain *any* status quo at all. *See id.*

decision below rejects *Williams* and, without warrant, expands *Detroit & Toledo*.

B. The Decision Below Conflicts With *TWA*, *Wings West*, and *Air Micronesia*

The decision below conflicts with prior decisions of the D.C. Circuit, the Ninth Circuit, and the U.S. District Court for the District of Hawaii. Many of *amici*'s members operate in more than one judicial circuit and, therefore, they cannot know which interpretation of the RLA to follow if the split in the circuits remains unresolved. This Court should remove the existing uncertainty by reviewing the decision below.

In *TWA*, the D.C. Circuit held that a carrier can make changes even after a new union is certified "in the absence of pre-existing, in place collective bargaining agreements." 839 F.2d at 814. The court below declined to follow *TWA* and instead attempted to distinguish *TWA* from the instant case, a distinction that the District Court rejected. *Compare* Pet. App. 8a-9a *with* Pet. App. 23a n.4. The court below deemed significant the fact that there was no prior bargaining in *TWA*, as contrasted with the situation in the instant case in which bargaining had begun before Tampa made changes. The District Court, however, correctly noted that:

> "The TWA court was concerned not with whether negotiations had commenced, but with whether there was an agreement in force when the changes were made. There is no indication by the [D.C. Circuit] that it found the timing of the commencement of bargaining relevant to its decision."

Pet. App. 23a n.4.

Thus, the court below seized on an irrelevancy to rationalize its divergence from *TWA*. Unlike the D.C. Circuit in *TWA*, the court below deemed controlling that bargaining had commenced when Tampa made its changes, and dismissed out of hand the fact that no collective bargaining agreement was in effect at that time.[17] *See* Pet. App. 5a, 7a. Consequently, the decision of the court below conflicts sharply with the D.C. Circuit's *TWA* decision. Because *Wings West* follows *TWA*, the decision of the court below is, also, at odds with the Ninth Circuit's *Wings West* decision.

Moreover, the facts of the instant case are indistinguishable from those in *Air Micronesia*. In that case, the court upheld the carrier's pay and work rules change because there was no existing agreement between the airline and its employees. Pet. App. 50a, 51a. In *Air Micronesia*, as here, the union had been newly certified, and the carrier had begun bargaining with the newly certified union.[18] Pet. App. 37a, 50a, 51a.

The decision below, also, conflicts with *TWA* and *Wings West* in another respect. In *TWA*, the D.C. Circuit, in accordance with *Burlington Northern*, 481

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[17] Indeed, the decision below turned on the commencement of bargaining, *not* on whether the terms and conditions contained in the tentative agreement constituted the status quo. *See* Pet. App. 5a, 8a. Consequently, this case is not at all fact-bound.

[18] Neither Tampa nor Air Micronesia changed agreed-upon terms and conditions. Tampa changed terms and conditions that it had imposed, albeit terms that were contained in the tentative agreement, which was never ratified or executed. Pet. at 5; Pet. App. at 2a. Air Micronesia similarly changed terms and conditions that it had imposed. Pet. App. 47a-48a.

U.S. at 446; *Chicago and N. W. Ry. Co. v. United Transp. Union*, 402 U.S. 570, 582 (1971); *International Ass'n of Machinists and Aerospace Workers v. Street*, 367 U.S. 740, 773 (1961), held that a district court does not have jurisdiction under Section 2, First to enjoin management changes when the RLA's mandatory procedures for negotiation, mediation and a "cooling off" period have not been exhausted. *TWA*, 839 F.2d at 815. *Wings West* also held that "interjection of the federal courts in the bargaining process is not authorized by Section 2, First. . . ." *Wings West*, 915 F.2d at 1403.

The court below disregarded the teaching of this Court's cases in affirming the District Court's injunction. According to the decision below, any remedy short of an injunction would not be "effective," even though there was no finding of improper conduct by Tampa at the bargaining table. *See* Pet. App. 13a.

The Eleventh Circuit evidently favors much greater intrusion by the federal judiciary in the RLA processes than the D.C. Circuit, the Ninth Circuit, or, for that matter, this Court heretofore deemed appropriate. This Court should resolve this conflict; otherwise, *amici*'s members will be severely hampered in operating their businesses.

C. The Decision Below Misconstrues Section 2, First of the RLA

The decision below ignores the language of Section 2, First. It finds that the provision prohibits a carrier from making pay and work rule changes pending initial negotiations with a newly certified union. The RLA provision, however, merely states that:

> "It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof."

45 U.S.C. §152, First.

The court below did not even address whether Tampa exerted "every reasonable effort" at the bargaining table to make an initial agreement with the IAM, even though that is the only proper inquiry for a court in deciding whether such a carrier violated Section 2, First.[19] Without assessing Tampa's conduct at the bargaining table and without any support in the language of Section 2, First, the court below held against Tampa and created a new *per se* rule that a carrier violates Section 2, First whenever it makes changes pending the completion of negotiations with a newly certified union. *See* Pet. App. 5a, 7a, 20a-22a.

Such judicial legislation is contrary to this Court's well-established canons of statutory construction, as reiterated in *United States v. Ron Pair Enterprises*, 109 S. Ct. 1026, 1031 (1989):

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[19] Because there was no agreement in effect when Tampa made its changes, Tampa could not have violated Section 2, First's requirement that a carrier exert every reasonable effort to "maintain agreements . . . ."

> "The plain meaning of legislation should be conclusive, 'except in rare cases [in which] the literal application of a statute will produce a result demonstrably at odds with the intention of its drafters.' *Griffin v. Oceanic Contractors, Inc.*, 458 U.S. 564, 571, 102 S.Ct. 3245, 3250, 73 L.Ed.2d 973 (1982). In such cases, the intention of the drafters, rather than the strict language, controls."

Here, the court below ignored the language of Section 2, First, much less the intention of its drafters.

The court justified its *per se* rule by relying on *Katz*, which held that unilateral changes by an employer subject to the NLRA violate 29 U.S.C. § 158(d). 369 U.S. at 748. *Katz* is inapposite, however, because the collective bargaining processes established by the RLA and the NLRA are very different. The court below erred in mechanically adopting *Katz*'s NLRA holding to decide this RLA case. *See Trans World Airlines v. Independent Fed'n of Flight Attendants*, 489 U.S. 426, 439 (1989) ("[T]he NLRA 'cannot be imported wholesale into the railway labor arena. Even rough analogies must be drawn circumspectively with due regard for the many differences between the statutory schemes.") (quoting *Trainmen v. Jacksonville Terminal Co.*, 394 U.S. 369, 383 (1969)).

Under the RLA, a carrier with a collective bargaining agreement cannot make changes even after the agreement becomes amendable until lengthy processes are exhausted. 45 U.S.C. § 156. The National Mediation Board ("NMB"), in mediating collective bargaining, has broad authority to insist that the par-

ties continue meeting indefinitely, or to proffer arbitration, which, if declined, may trigger a 30-day "cooling off" period, after which a union may strike.[20] *See* 45 U.S.C. § 155, First, 156, 157, First. Absent a showing of bad faith, federal courts do not even review the NMB's decisions about how long bargaining should continue. *See, e.g., International Ass'n of Machinists & Aerospace Workers v. NMB*, 930 F.2d 45 (D.C. Cir. 1991); *Local 808, Building, Maintenance, Service & R.R. Workers v. NMB*, 888 F.2d 1428 (D.C. Cir. 1989); *International Ass'n of Machinists & Aerospace Workers v. NMB*, 425 F.2d 527 (D.C. Cir. 1970); *Lan Chile Airlines v. NMB*, 115 L.R.R.M. 3655 (S.D. Fla. 1984).

Where there is no agreement, there is no previously agreed-upon status quo for a carrier to maintain. *See Williams*, 315 U.S. at 402. In such circumstances, the newly established short lines and market-driven airlines must engage in what often is "long and drawn out" bargaining, subject to the NMB's authority. *See Florida East Coast*, 384 U.S. at 246.

By contrast, *Katz* was premised on the NLRA's unique bargaining process, which does *not* involve a agency such as the NMB with the broad, unfettered discretion to decide contemporaneously how long bargaining should continue. Rather, under the NLRA,

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[20] Indeed, if a carrier or union declines the NMB's proffer of arbitration, the NMB may notify the President that a section of the nation could be deprived of essential transportation service, and the President can appoint an emergency board to investigate and report on the dispute. 45 U.S.C. § 160. The emergency board process, if invoked, further delays the date on which the carrier may make changes and the union may strike. *See id.*

any party may decide when bargaining reaches impasse, subject only to subsequent review by the National Labor Relations Board ("NLRB") if another party brings an unfair labor practice charge. *See* 29 U.S.C. §158(a)(5).[21] Consequently, although *Katz* barred an employer from making changes during what can be relatively brief and unsupervised bargaining under the NLRA, Tampa made its changes during the more protracted RLA process.

The *per se* rule created by the decision below will make it extremely difficult for new short lines and airlines to get started or to survive. The decision permits a newly certified union to freeze management prerogatives during the entirety of bargaining, which often spans several years. Faced with this dim prospect, potential investors may well turn to other opportunities. And, existing carriers who are without prior agreements, but face newly certified unions will be unable to make necessary changes. Amici submit

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[21] Accordingly, if an employer subject to the NLRA whose business is in an industry affecting commerce desires to make changes, the employer need only notify the union of the changes 60 days before the contract expires, and inform the Federal Mediation and Conciliation Service ("FMCS") and any applicable state agency within 30 days of the notice to the union. 29 U.S.C. § 158(d). The employer may make changes 60 days after giving notice to the union or after the contract expires, whichever is later, subject only to a subsequent unfair labor practice charge if negotiations had not actually reached impasse. 29 U.S.C. §§ 158(d)(4), 158(a)(5). This process is considerably shorter than the RLA's process, in which the NMB exercises broad discretion without any comparable deadlines. Thus, the FMCS, unlike the NMB, has no authority to decide when an employer may make changes. Indeed, to the extent the FMCS is involved in negotiations at all, it may only use conciliation for "a reasonable time." 29 U.S.C. § 173.

that this case involves fundamental issues warranting this Court's review.

CONCLUSION

For the foregoing reasons, *amici* respectfully request that this Court grant Tampa's Petition and review the decision below.

Respectfully submitted,

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Dated: August 30, 1991

APPENDIX

ASSOCIATION OF AMERICAN RAILROADS

Full Members

Railroads

Alton & Southern Railway

Atchison & Topeka & Santa Fe Rwy. Co.
- Alameda Belt Line RR Co. (50)
- Central California Traction (33-1/3)
- Denver Union Terminal Rwy. Co. (16-2/3)
- Kansas City Terminal Railway (8-1/3)
- Oakland Terminal Railway (50)
- Sunset Railway Company (50)
- Texas City Terminal Railway (33-1/3)
- Wichita Union Terminal Rwy. Co. (33-1/3)
- Harbor Belt Line RR Co. (33-1/3)
- St. Joseph Terminal RR Co. (50)
- Los Angeles Junction Rwy. Co. (100)

Bangor & Aroostook Railroad Company
- Van Buren Bridge (100)

Belt Railway Company of Chicago

Bessemer & Lake Erie Railroad Company

Birmingham Southern RR Co.

The Lake Terminal RR Co.

McKeesport Connecting Railway Co.

Burlington Northern Railway Co.
- Camas Prairie (50)
- Davenport Rock Island & NW (50)
- Denver Union Terminal (33-1/3)
- Galveston Terminal Railway (100)
- Iowa Transfer Railway (25)
- Kansas City Terminal (16-2/3)
- Keokuk Union Depot Company (40)
- Longview Switching CO. (50)

MT Properties, Inc. (37.77)
Portland Terminal RR (40)
Paduca & Illinois (33-1/3)
Terminal RR Assn. of St. Louis (14.28)
Wichita Union Terminal Rwy. Co. (33-1/3)
Winona Bridge (100)

Cambria & Indiana RR Co.

Canadian National—Lines in U.S.:
Lines in New England (100)
Lines in New York (100)
Lines in Michigan (100)
Lines in Vermont (100)
Minnesota & Manitoba RR (Leased)

Canadian Pacific—Lines in U.S.
Lines in Maine (100)
Lines in Vermont (100)

Chicago & Illinois Midland Rwy. Co.

Chicago & North Western Trans. Co.
Iowa Transfer Railway (25)
Kansas City Terminal Rwy. (8-1/3)
MT Properties (36.73)
Western Railroad Properties (100)

CSX Transportation
Grainsville Midland
Carrollton RR Co.
Western Rwy. of Alabama
B&O Chicago Terminal RR
Curtis Bay
Akron & Barberton Belt RR Co. (25)
Chicago & Western Indiana RR Co. (20)
Monongahela Rwy. Co. (33-1/3)
Nicholas, Fayette & Greenbriar (50)
Norfolk & Portsmouth Belt Line RR (28.57)
Paducah & Illinois (33-1/3)

Terminal RR Assn. of St. Louis (12-1/2)
Woodstock & Blockton RR (50)
Winston-Salem Southbound
High Point, Thomasville & Denton (100)

Consolidated Rail Corporation
Akron & Barberton Belt RR (50)
Albany Port Railroad Corp. (50)
Calumet Western Rwy. (50-1/2)
Chicago & Western Indiana RR Co. (20)
Indiana Harbor Belt RR Co. (51)
Monongahela Rwy. Co. (33-1/3)
Pittsburgh, Chartiers & Youghiogheny Rwy. (50)

Denver & Rio Grande Western RR
Denver Union Terminal Rwy. Co. (16.67)
Southern Pacific Transportation
Central California Traction Co. (33-1/3)
Harbor Belt Lines RR Co. (33-1/3)
Northwestern Pacific Railroad (100)
Portland Terminal Railroad (20)
Portland Traction Company (50)
Sunset Railway Co. (50)
Visalia Electric RR Co. (100)
St. Louis-Southwestern Rwy. Lines
Arkansas & Memphis Rwy. Br. Term (66-2/3)
Kansas City Terminal Rwy. Co. (8-1/3)
Southern Illinois & Mo. Br. Co. (40)
Terminal RR Assn. of St. Louis (14.29)

Detroit & Mackinac Railway Co.

Duluth, Missabe & Iron Range Rwy. Co.

Elgin, Joliet & Eastern Railway

Fox River Valley Railroad

Grand Trunk Western RR
Central Vermont (100)
Chicago & Western Indiana RR Co. (20)

Duluth, Winnipeg & Pacific Rwy. (100)

Green Bay & Western RR Co.
Ahnapee & Western Rwy. Co. (100)
Michigan & Western RR (100)

Illinois Central Railroad

Kansas City Southern Railway
Arkansas & Western Railway (100)
Fort Smith & Van Buren Rwy. Co. (100)
Kansas & Missouri Rwy. Term. Co. (100)
Kansas City Terminal Rwy. (8-1/3)
Louisiana & Arkansas Railway Co.

McCloud River Railroad Company

Manufacturers Railway Company

Norfolk Southern Corporation
Norfolk & Western Railway Co.
Akron & Barberton Belt (25)
Chesapeake Western Rwy. (100)
Chicago & Western Indiana RR Co. (20)
Des Moines Union Rwy. Co. (50)
Fort Wayne Union Rwy. Co. (50)
Kansas City Terminal Rwy. (8-1/3)
Norfolk & Portsmouth Belt Lines (28.57)
Terminal RR Assn. of St. Louis (6-1/4)
Southern Railway
Alabama Great Southern RR Co. (100)
Algers, Winslow & Western (50)
Atlanta & East Carolina Rwy. (100)
Camp LeJeune RR Co. (100)
Carolina & Northwestern RR Co. (100)
Central of Georgia RR Co. (100)
Cincinnati, New Orleans & Texas Pacific (100)
Georgia Northern Rwy. Co. (100)
Georgia Southern & Florida Rwy. (100)
Interstate RR Co. (100)

Live Oak Perry and South Georgia (100)
Louisiana Southern Railway (100)
New Orleans Terminal Co. (100)
Norfolk & Portsmouth Belt Line (28.57)
St. Johns River Terminal (100)
State University RR Co. (54.02)
Tennessee, Alabama & Georgia Rwy. (100)
Tennessee Railway Co. (100)
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Woodstock & Blockton RR Co. (50)

Pittsburgh & Lake Erie RR Co.
Monongahela Railway Co. (33-1/3)
Pittsburgh, Chartiers & Youghiogheny (50)
Youngstown & Southern Rwy. Co. (100)

Peoria & Pekin Union Railway

Prescott & Northwestern RR Co.

Richmond, Fredericksburg & Potomac RR Co.

Soo Line Railroad Company

Texas Mexican Railway Company

Union Pacific Railroad Company
Alameda Belt Line (50)
Arkansas Memphis Rwy Br & Term (33-1/3)
Brownsville & Matamoros Bridge Term (50)
Camas Prairie (50)
Central California Traction (33-1/3)
Chicago & Western Indiana RR Co. (20)
Denver Union Terminal (16-2#)
Harbor Belt Line (33 1/3)
Kansas City Terminal Rwy. Co. (16-2/3)
Longview Switching Co. (50)
Oakland Terminal Rwy. Co. (50)
Odgen Union Railway & Depot Co. (50)
Portland Terminal RR (40)
Portland Traction Company (50)

St. Joseph Terminal Co. (50)
Southern Illinois & Missouri Br. Co. (60)
Terminal RR Assn. of St. Louis (18-3/4)
Texas City Terminal Rwy. (33-1/3)
Pueblo Union Depot RR (25)
Missouri-Kansas-Texas RR System
Kansas City Terminal Rwy. (8-1/3)
Texas City Terminal Rwy. (33-1/3)
Terminal RR Assn. of St. Louis (6-1/4)
Oklahoma, Kansas & Texas RR Co. (100)

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Colorado & Wyoming Railway Company

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Delray Connecting Railroad Company

East Erie Commercial Railroad
East St. Louis Junction Railroad Company

French Rail Inc.
Fruit Growers Express Company

Genessee & Wyoming Railroad Company
Georgia Northern Eastern Railroad
Grafton & Upton Railroad Company
Graysonia, Nashville & Ashdown Railroad Company

Hartford & Slocomb Railroad Company
Hillsdale County Railway Company, Inc.

Japanese National Railway (JAPAN)

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Lake Superior & Ishpeming Railroad
Lenawee County Railroad Company, Incorporated
Long Island Railroad
Louisiana & Delta Railroad
Louisiana & North West Railroad Company

Maryland & Pennsylvania Railroad Company
MidSouth Rail Corporation
Minnesota, Dakota & Western Railway Company
Minnesota Valley Railroad Inc.
Monongahela Connecting Railroad Company
Montana Rail Link, Inc.

New Orleans Public Belt Railroad
Northeast Illinois Railroad Corporation

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Pickens Railroad—National Railway Utilization Corporation
Pittsburgh & Shawmut Railroad Company
Port Terminal Railroad Association
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Queensland Railways (AUSTRALIA)

Roberval & Saquenay Railway Company (CANADA)

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Texas & Northern Railway Company
Toledo, Peoria & Western Railroad Company

Upper Merion & Plymouth Railroad Company

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Wheeling & Lake Erie Railway Company
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British Columbia Railway
Canadian National Railways
Canadian Pacific Limited
Ontario Northland Railway
Toronto, Hamilton & Buffalo Railway
White Pass & Yukon Corporation LTD
VIA Rail Canada

Mexican Lines (In Mexico)
National Railways of Mexico
Ferrocarril Chihuahua Al Pacifico
Ferrocarril Sonara-Baja California, S.A. deC.V.
Ferrocarril del Pacifico, S.A. deC.V.

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Aberdeen & Rockfish Railroad Company
Adrian & Blissfield Rail Road Company
Ahnapee & Western Railway Company
Akron & Barberton Belt Railroad Company
Alabama & Florida Railroad Company, Inc.
Alexander Railroad Company
Algers, Winslow & Western Railway Company
Aliquippa and Southern Railroad Company
Allegheny Railroad Company
Amador Central Railroad
Angelina & Neches River Railroad Company
Ann Arbor Railroad
Apache Railway Company
Apalachicola Northern Railroad Company
Appanoose County Community Railroad
Arcade & Attica Railroad Corporation
Arizona Central Rail Road
Arizona Eastern Railway Company
Arkansas & Louisiana Missouri Railroad Company
Arkansas & Missouri Railroad Company
Aroostook Valley Railroad Company
Ashland Railway Company
Ashley, Drew & Northern Railway Company
AT&L Railroad Company
Atlanta & St. Andrews Bay Railway Company
Atlantic & Western Railway Company
Austin & Northwestern Railroad Company

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Bangor and Aroostook Railroad Company
Bath & Hammondsport Railroad Company

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Bauxite & Northern Railway Company
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Beech Mountain Railroad Company
Belfast & Moosehead Lake Railroad Company
Belton Railroad Company
Berlin Mills Railway, Inc.
Bi-State Development Agency Railroad
Birmingham Southern Railroad Company
Black River & Western Corporation
Bloomer Line, The
Blue Mountain & Reading Railroad Company
Brandywine Valley Railroad Company
Border Pacific Railroad Company
Brownsville & Rio Grande International Railroad
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Burlington Junction Railway

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Cairo Terminal Railroad
California Southern Railroad Company
California Western Railroad
Cambria and Indiana Railroad Company
Caney Fork & Western Railroad
Canton Railroad Company
Carolina Coastal Railway, Inc.
Carolina & Northwestern Railroad
Carolina Rail Services Company
Cedar Rapids & Iowa City Railway Company
Cedar Valley Railroad
Central California Traction Co.
Central Indiana & Western Railroad
Central Montana Rail
Central New York Railroad Corporation
Central Vermont Railway, Inc.

Chaparal Railroad Company, Inc.
Chattahoochee Industrial Railroad
Chattahoochee Valley Railroad Company
Cheney Railroad Company
Chesapeake & Albemarle Railroad
Chestnut Ridge Railway Company
Chicago, Central & Pacific Railroad Company
Chicago and Illinois Midland Railway Co.
Chicago Rail Link
Chicago Short Line Railway Company
Chicago, SouthShore & South Bend Railway
Chicago, West Pullman & Southern Railroad
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Claremont-Concord Railroad Corporation
Clarendon & Pittsford Railroad Corporation
Colonel's Island Railroad
Colorado & Wyoming Railway Company
Columbia & Cowlitz Railway Company
Columbia Terminal
Columbus & Greenville Railway Company
Commonwealth Railway Incorporated
Conemaugh & Black Lick Railroad Company
Connecticut Central Railroad
Cooperstown & Charlotte Valley Railway Corporation
Copper Basin Railway, Inc.
Corinth & Counce Railroad Company
Council Bluffs & Ottumwa Railway, Inc.
Crab Orchard & Egyptian Railroad
Cumbres & Toltec Scenic Railroad
Cuyahoga Valley Railway Company

Dakota, Minnesota & Eastern Railroad
Dakota Rail, Inc.
Dansville & Mount Morris Railroad Company
Dardanelle & Russellville Railroad
Delaware Coast Line Railroad Company
Delray Connecting Railroad Company
Delta Valley & Southern Railway Company

Denver Railway, Inc.
Depew, Lancaster & Western Railroad Company, Inc.
DeQueen & Eastern Railroad Company
Detroit & Mackinac Railway Company
Duluth & Northeastern Railroad Company
Dunn-Erwin Railway Corporation

East Camden & Highland Railroad Company
East Cooper and Berkeley Railroad
East Erie Commercial Railroad
East Jersey Railroad & Terminal Company
East Tennessee Railway Corporation
Eastern Shore Railroad, Inc.
Escanaba & Lake Superior Railroad
Eureka Southern Railroad Company, Inc.
Everett Railroad Company, The

Farmrail Corporation
Ferdinand & Huntingburg Railroad Company
Florida Central Railroad Company
Florida Midland Railroad Co., Inc.
Florida Northern Railroad Company
Florida West Coast Railroad Company
Floydada & Plainview Railroad
Fonda, Johnstown & Gloversville Railroad Company
Fordyce & Princeton Railroad
Fore River Railway Company
Fort Worth & Western Railroad
Fox River Valley Railroad Corporation

Galveston Railway, Inc.
Genesee & Wyoming Railroad Company
Georgetown Railroad Company
Georgia Northeastern Railroad Co., Inc.
Georgia Woodlands Railroad
Gettysburg Railroad Company
Gloster Southern Railroad Company
Golden Triangle Railroad
Grafton & Upton Railroad Company

Grainbelt Corporation
Graysonia, Nashville & Ashdown Railroad Co.
Great River Railroad
Great Walton Railroad Company, Inc.
Green Bay & Western Railroad Company
Green Mountain Railroad Company
Greenville & Northern Railway Company

Hampton & Branchville Railroad Company
Hartford & Slocomb Railroad
Hartwell Railroad Company
Hillsdale County Railway Company
Hollis & Eastern Railroad Company
Housatonic Railroad Company
Huntsville Madison County RR Authority, The
Huron and Eastern Railway Company, Inc.
Hutchinson & Northern Railway Company

Indian Creek Railroad Company
Indiana Hi-Rail Corporation
Indiana & Ohio Central Railroad, Inc.
Indiana & Ohio Eastern Railroad, Inc.
Indiana and Ohio Railroad Company
Indiana & Ohio Railway Company
Indiana Rail Road Company, The
Iowa Interstate Railroad Ltd.
Iowa Traction Railroad Company

J. & J. Railroad, Inc.
J K Line, Inc.
Jackson & Southern Railroad
Jaxport Terminal Railway Company
Jefferson Warrior Railroad Company

Kalamazoo, Lake Shore & Chicago Railway
Kankakee, Beaverville & Southern Railroad
Kansas City Public Service Freight Operation
Kentucky & Tennessee Railway
Keokuk Junction Railway

Kiamichi Railroad Company, Inc.
Klamath Northern Railway Company
Knox & Kane Railroad Company
KWT Railway, Inc.
Kyle Railroad Company

Lackawanna Valley Railroad
Lackawaxen & Strourbridge Railroad Corporation
Lahaina Kaanapali & Pacific Rail Road Company
Lake Erie, Franklin & Clarion Railroad Company
Lake Superior & Ishpeming Railroad Company
Lake Terminal Railroad Company, The
Lamoille Valley Railroad Company, Inc.
Lancaster & Chester Railway Company
Landisville Railroad, Inc.
Laurinburg & Southern Railroad
Lewis & Clark Railway
Little Rock Port Railroad
Little Rock & Western Railway Corporation
Livonia, Avon & Lakeville Railroad Corporation
Logansport & Eel River Short Line Railway Co., Inc.
Long Island Rail Road
Longview, Portland & Northern Railway Company
Louisiana & Delta Railroad Co., Inc.
Louisiana & North West Railroad Company
Louisville, New Albany & Corydon Railroad Company

M.G. Rail, Inc.
Madison Railroad (City of Madison Port Auth.)
Mahoning Valley Railway Company
Manufacturers' Junction Railway Company
Marinette, Tomahawk & Western Railroad
Maryland & Delaware Railroad
Maryland Midland Railway Company
Maryland & Pennsylvania Railroad
Massachusetts Central Railroad Corporation
Massena Terminal Railroad Corporation, The
McCloud River Railroad

McCormick, Ashland City & Nashville RR Co.
Meridian & Bigbee Railroad Company
Mid Atlantic Railroad Company, Inc.
Mid-Michigan Railroad
Middletown & Hummelstown Railroad Company
Middletown & New Jersey Railway Company
Midland Terminal Company
Midwest Coal Handling Company, Inc.
Mineral Wells & Eastern Railway Company
Minnesota Commercial Railroad Company
Minnesota, Dakota & Western Railway Company
Mississippi Delta Railroad
Mississippi Export Railroad Company
Mississippi & Skuna Valley Railroad Company
Mississippian Railway Cooperative, Inc.
MNVA Railroad, Inc.
Modesto & Empire Traction Company
Monongahela Connecting Railroad Company
Monongahela Railway Company
Montana Western Railway Company
Morristown & Erie Railway, Inc.
Moscow, Camden & San Augustine Railroad

Napa Valley Railroad Company
Nash County Railroad Corporation
Nashville & Eastern Railroad, The
Natchez Trace Railroad
New Hampshire Northcoast Corporation
New Hampshire and Vermont Railway
New York Cross Harbor Railroad Terminal Co.
New York & Lake Erie Railroad Company
New York, Susquehanna & Western Railroad
Newburgh & South Shore Railroad Company
Nicolet Badger Northern Railroad
Nittany & Bald Eagle Railroad Company
North Carolina & Virginia Railroad Co., Inc.
North Shore Railroad Company
Northeast Kansas & Missouri Railroad

Northwestern Oklahoma Railroad Company

Octoraro Railway, Inc.
Odgensburg Bridge & Port Authority
Ogeechee Railway Company
Oil Creek & Titusville Lines
Old Augusta Railroad Co.
Omaha, Lincoln and Beatrice Railway Company
Ontario Central Railroad Corporation
Ontario Midland Railroad Corporaiton
Oregon, California & Eastern Railroad
Oregon, Pacific & Eastern Railroad Company
Otter Tail Valley Railroad

Paducah and Louisville Railway, Inc.
Patapsco & Back Rivers Railroad
Pearl River Valley Railroad
Pecos Valley Southern Railway Company
Pee Dee River Railway
Pend Oreille Valley Railroad
Philadelphia, Bethlehem and New England Railroad
Pickens Railroad Company
Pigeon River Railroad Company
Pioneer Valley Railroad Company, Inc.
Pittsburgh and Shawmut Railroad Company
Pittsburgh, Allegheny & McKees Rocks Railroad
Pittsburgh, Chartiers & Youghiogheny Railroad
Pittsburgh and Lake Erie Railroad Company
Pittsburgh and Ohio Valley Railroad Company
Point Comfort & Northern Railway Company
Point Bienville Railroad
Port Jersey Railroad Company
Port Royal Railroad
Port Terminal RR of South Carolina
Port of Tillamook Bay Railroad
Port Utilities Commission of Charleston, The
Poseyville & Owensville Railroad Company
Prescott & Northwestern Railroad Company

Providence and Worcester Railroad Company

Rahway Valley Railroad Company
Railroad Switching Service of Missouri, Inc.
Rarus Railway, Inc.
Red River Valley & Western Railroad Co.
Red Springs and Northern Railroad Company
River Terminal Railway Company
RJ Corman Railroad Company/The Memphis Line
R.J. Corman Railroad Corporation
Rochester & Southern Railroad Co.
Rockdale, Sandow & Southern Railroad Company

Sabine River & Northern Railroad Company
Salt Lake, Garfield & Western Railway
San Francisco Belt Railroad
San Luis Central Railroad
San Diego & Imperial Valley Railroad Company
Sand Springs Railway Company
Sandersville Railroad Company
Santa Maria Valley Railroad Company
Seagraves, Whiteface & Lubbock Railroad
Seminole Gulf Railway L.P.
Shamokin Valley Railroad Company
Shore Fast Line Railroad Company
Sierra Railroad Company
South Branch Valley Railroad
South Buffalo Railway Company
South Carolina Central Railroad Co., Inc.
SC Central RR/Georgia Southwestern Division
SC Central RR/Georgia & Alabama Division
South Central Tennessee Railroad
Southern San Luis Valley Railroad Company
Spencerville & Elgin Railroad Company
St. Lawrence & Atlantic Railroad Company
St. Lawrence & Raquette River Railroad
St. Maries River Railroad Company
St. Marys Railroad Company

Staten Island Railway Corporation
Steelton & Highspire Railroad Company
Stewartstown Railroad Company
Stockton Terminal & Eastern Railroad

Tacoma Municipal Belt Line Railway
Tennken Railroad Company
Terminal Railway—Alabama State Docks
Texas Central Railroad Company
Texas North Western Railway Company
Texas & Northern Railway Company
Texas, Oklahoma and Eastern Railroad Company
Texas South-Eastern Railroad Company
Thermal Belt Railway
Tradewater Railway Company
Transkentucky Transportation Railroad, Inc.
Trona Railway Company
Tulsa-Sapulpa Union Railway Company
Turtle Creek Industrial Railroad, Inc.
Tuscola & Saginaw Bay Railway

Union Railroad Company
Unity Railway Company
Upper Merion & Plymouth Railroad Company
Utah Railway Company

Valdosta Southern Railroad Company
Vandalia Railroad Company
Ventura County Railway Company
Vermont Railway, Inc.

Waccamaw Coast Line Railroad Company
Walking Horse & Eastern Railroad
Warren & Saline River Railroad
Washington Central Railroad Co., Inc.
Washington County Railroad Corporation
WCTU Railway Company
West Tennessee Railroad
West Virginia Northern Railroad Company

Western Rail Road Company
Wheeling and Lake Erie Railway Company
Willamette Valley Railroad Company
Wilmington Terminal Railroad, Inc.
Wilmington & Western Railway Company
Winchester & Western Railroad Company
Wiregrass Central Railroad
Wisconsin & Calumet Railroad Company
Wisconsin Central Ltd.
Wisconsin & Southern Railroad Company

Yadkin Valley Railroad
Yorkrail, Inc.
Youngstown & Austintown Railroad
Yreka Western Railroad Company

AIRLINE INDUSTRIAL RELATIONS CONFERENCE

Members

ABX Air, Inc.
Air Wisconsin
Alaska Airlines, Inc.
Aloha Airlines, Inc.
American Airlines, Inc.
America West Airlines
Continental Air Lines, Inc.
Delta Air Lines, Inc.
Federal Express Corporation
Midway Airlines, Inc.
Northwest Airlines, Inc.
Pan American World Airways, Inc.
Reeve Aleutian Airways, Inc.
Southwest Airlines
Tower Air
Trans World Airlines, Inc.
The Trump Shuttle
United Airlines, Inc.
United Parcel Service
USAir, Inc.